

Mr. Hemant Kalal  
# 143 Lakshmi Niwas,  
Gangotri layout Ramsandra  
Bangalore-5600 60

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14 November 2018

*Dear Hemant,*

It gives us pleasure in offering you career opportunities with T-Systems. We would like you to join us on or before 15<sup>th</sup> November'2018 at our Bangalore office. This Appointment letter is in pursuance with our discussions had with you recently.

Terms & conditions of your appointment are as below;

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#### 1. Job Title & Organization Level

You will be designated as 'Sr.Consultant' in organization at Level - 2, reporting to the Bangalore Office of T-Systems ICT India Pvt. Ltd.,

#### 2. Remuneration

You will be paid a gross annualized target income of INR 16,00,000 (Rupees Sixteen Lacs Only). You will be paid your remuneration on two days prior to month end through a bank transfer broken into twelve equal installments or proportionately for lesser period based on your attendance accruing to you after deducting tax at source as per the provisions of Income Tax Act, 1961 and other deductions as per applicable law.

Your assignment entails Management/ Administrative /Supervisory responsibilities and this has reflected in your compensation package. All additional work in excess of your standard working hours a week is covered in your total remuneration as mentioned above. There shall be no additional payment on account of extra hours worked in excess of 40 hours a week or otherwise.

The Company shall have the right to vary, modify or reduce any items of your compensation package as it deems fit from time to time depending upon the Company's performance vis-à-vis market conditions. A month's notice will be given informing you the likely changes in your compensation.

#### 3. Performance Linked Variable Pay

Your Total Compensation has been divided into two components based on your organization level viz, fixed Salary 90 % and variable Pay 10 %.

You would have company linked targets and individual targets. The details will be shared by your manager upon joining the services.

Hemant Kalal

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Guaranteed annualized guaranteed income INR 18,00,000 (Rupees Eighteen Lacs only)

Performance linked Variable Pay INR 2,00,000 (Rupees Two Lacs only)

Actual disbursement of variable payment will be based on your attainment of the agreed targets and confirmed by your Manager. Review period for goals and targets is April to March every year and performance pay will be paid to all those employees who shall be on the payroll of the organization as on 30<sup>th</sup> June.

#### 4. Benefits

In addition to the above, you will be entitled for various benefits & perquisites enumerated in detail in the Employee Handbook. All retirement benefits such as gratuity, provident fund and medical benefits shall form part of your total compensation. A break up of all your remuneration components is attached with the Appointment letter.

#### 5. Probation

Your service will be confirmed in writing upon your satisfactory performance after six months of your joining the Company. The Company shall be within its right to extend your probation period for another period of three months and /or terminate your services during the probation period by giving you one month's notice.

#### 6. Income Tax Payment

All payments received by you from the Company are subject to Income tax deducted at source as per the Income tax rules applicable from time to time. However, the onus to satisfy your Assessing Officer regarding your tax liability shall exclusively lie on you.

#### 7. Paid time Off & Holidays

You would be entitled for 21-day annual leave on confirmation and 11 public holidays in a year. We urge you to go through 'Leave & Holidays Policy' saved in common folder.

#### 8. Roles & Responsibilities

With acceptance of this letter, you are undertaking the following responsibilities,

1. Your basic job responsibilities will be explained to you on joining T-Systems ICT India Pvt. Ltd. Please note that besides your core job functions you will be required to carry out other jobs assigned to you from time to time by the Management.

2. You shall not divulge to anyone, whether a direct competitor or otherwise, by word of mouth or otherwise any particulars or details of our security source code, security arrangements and administrative

and / or organizational matters whether confidential, secret or otherwise, which you may acquire during the course of your employment with the Company. You shall also use your best endeavor to prevent the disclosure, communication and publication of any confidential information.

3. You are also required to ensure that the Company's interests are not prejudiced at any time while discharging your duties assigned to you. You may also become a party of the non-disclosure agreements, or the Official Secret Act with the customers. Under no circumstances should you sign any such agreements without prior reference to the Head of Human Resources of the Company. You will be provided with an opportunity to question the meaning of the agreement so that you fully understand all the obligations contained in the agreement. You acknowledge that in the absence of an express agreement you are not relieved from the obligations of maintaining the confidentiality of customer information as provided for in this clause.

4. You shall devote full time to the work of the Company and shall not undertake any direct/indirect business or any other assignment whether honorary or remunerative, except with prior written permission of the Company.

5. Although, your official place of work will be in Pune office, your services are liable for transfer anywhere in India or abroad, in any section/department/office/establishment/branch and /or any member/sister concern of the Company either in existence or which may come into existence in future. As far as possible the Company would try to give you a 15 day's notice before undertaking such transfer however, it may not be possible to give such notice incase of acute business exigencies and in such case you will undertake such transfers immediately.

6. Your services will be guided by the 'Employee Handbook' and various policies and procedures set out therein. The Company shall be within its rights to amend/alter/change/remove any policies without furnishing any reasons and notice.

7. Your job entails shift working and /or beyond normal working hours depending on the exigencies of work.

## 9. Intellectual Property

1. To the extent permitted by law, all patents, copyright, registered design right, trademarks, confidential information and know-how in any works or software, which is created by you during your employment (the Intellectual Property Rights) belong to the Company absolutely and /or the Company's supplies or licensees.

2. You must promptly and fully disclose any Intellectual Property Rights to the Company and shall, at the request and expense of the Company, execute such documents and do such things as may be required to vest such rights in the Company or to provide evidence of such vesting as the case may be. The provisions of this clause shall be without prejudice to your rights under the Patents Act.

3. In relation to any Developments, which are created wholly outside the course of your work for the Company and which, are capable of being used in connection with the business of the Company you

undertake;

- 3.1 Promptly and fully to inform the Company of the existence of any Development; and
- 3.2 to grant the Company a first option to purchase any Development (including the right to make patent applications at the Company's expense) for such sum as in all the circumstance is reasonable or if agreement on the amount cannot be reached such amount as shall be determined by an adjudicator to be appointed by the parties.
- 3.3. For the purpose of clarity of clause 'Development' includes all material which copyright subsists or rights of like nature, trademarks, registered designs and all other intellectual property rights.
- 3.4 For the purposes of this clause, you hereby irrevocably and by way of security authorize the Company as your attorney in your name to execute and sign any documents or do any things on your behalf, which are required in order to give effect to the provisions of this clause.

#### 10. Background Check

1. The Company will be within its right to check your previous employment background and education background. Your confirmation in the services of the Company shall depend upon receipt of favorable response from the professional agency retained by the Company to validate the information provided by you while seeking employment.
2. The Company shall be within its rights to terminate your services without notice or compensation in lieu thereof, if the information furnished by you while seeking employment, is found to be incorrect or misleading or suppressed or upon being found convicted for criminal acts, notwithstanding and without prejudice the Company shall be within its rights to initiate legal action against you to recover any damages caused by you.

#### 11. Separation

1. Either party may terminate this employment contract by serving three months notice on the above address or compensation equivalent to three month's basic salary. The Company depending upon the business exigencies shall be within its right to refuse payment offered by you in lieu of the notice and may ask you to serve the entire period of notice by executing your normal duties.
2. You will be governed by the conditions set out in 'Employee Handbook' Chapter Separation'.
3. Your services may be terminated upon non-satisfactory performance in the opinion of your manager in compliance with clause no.11.1.
4. You shall retire from the services of the Company on attaining 60 (Sixty) years of your age.

#### 12. Fitness

1. Your appointment and continuance of your employment with the Company is subject to you being physically fit to carry out the jobs assigned by your Manager. While offering you employment in the Company, you undertake that there are no medical conditions, which could affect your performance or cause health problems to your colleagues or customers of the Company.

2. You undertake to inform your Manager & HR Manager immediately if such medical conditions arise whilst employed by the Company. Your employment could be terminated upon you being incapacitated to carry out your assignments satisfactorily.

This appointment letter will now supersede all other terms and conditions, agreements, service conditions, practices, usages & customs in the past whether expressed or implied.

By joining the company on the prescribed date, it is presumed that you have accepted all terms and conditions of this appointment.

While welcoming you in the family of T-Systems, we hope you would excel in your endeavors and help make our Company a success story.

Welcome on the board,  
Yours faithfully,

Milind Kaulgud  
CHRO & Vice President

Laszlo Posset  
Managing Director

Signature of the Candidate: